

AGREEMENT BETWEEN THE CITY OF
HALLANDALE BEACH AND ACTION
LABOR MANAGEMENT LLC
FOR SCHOOL CROSSING GUARDS

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CITY OF
HALLANDALE BEACH

THIS AGREEMENT, made as of AUGUST 1, 2006 by and between the CITY OF **HALLANDALE BEACH**, FLORIDA, a Municipal Corporation organized and existing under the laws of the State Of Florida and ACTION LABOR MANAGEMENT, LLC.

WITNESSETH:

WHEREAS, **the** CITY OF HALLANDALE BEACH is desirous of providing for **the** satisfaction of its school crossing guard program **through** an independent labor contract agreement; and

WHEREAS, ACTION LABOR is in the business of providing various labor forces, including, but not limited to School Crossing Guard services, with appropriate certifications, and

WHEREAS, **the** parties **are** desirous of providing for the **terms** of their Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCHOOL CROSSING GUARDS: ACTION LABOR shall provide the school crossing guard and supervisory services necessary to satisfy the requirements of the **CITY OF HALLANDALE BEACH** school crossing guard program. ACTION LABOR shall provide the following minimum personnel, at the locations and during the time herein described, for the consideration hereinafter set forth:

- (a) **number** of **guards** and rate-12 guards @ \$11.75
- (b) **number** of supervisory personnel-1 supervisor

The CITY OF HALLANDALE BEACH reserves the right to require more or less personnel crossing guard services upon (3) days' written notice, specifying its needs. Schedule and locations of services are described in Exhibit A.

2. DUTY HOURS: DUTY LOCATIONS: ACTION LABOR shall provide the **personnel** described above during school hours and at all posts as deemed necessary by the School Board and the CITY OF **HALLANDALE BEACH**. THE CITY OF HALLANDALE BEACH has the right to change the duty hours, as well as duty location, by written directive, which shall become effective on the date set forth in such written directive, provided that such date shall not be sooner than three (3) business days **from** the date of the written directive.

3. CONSIDERATION: ACTION LABOR shall be compensated for the **services** provided hereunder in accordance with the hourly rate set forth in paragraph 1. ACTION LABOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premiums, withholding taxes, FICA, benefits, if any, all remunerations; all labor contract compliance, and all other charges. ACTION LABOR is being retained as an Independent Contractor and acknowledges this agreement does not create any employment relationship with the city. The CITY OF HALLANDALE BEACH shall bear no responsibility for any such charges, fees, permits, and the like associated with the employment of such personnel.

ACTION **LABOR** acknowledges that the CITY OF HALLANDALE BEACH is contracting for the **full** Crossing Guard services for the hours and at the described posts as stated in the contract. This agreement requires that qualified personnel **service** be at each post, during the prescribed post hours.

4. **TRAINING** AND SUPERVISION: ACTION LABOR shall be responsible for furnishing the training and certification of each of the personnel set forth in Paragraph 1 **(a) and (b)**.

ACTION LABOR represents that it is a qualified trainer and shall provide personnel meeting the training and certification standards required pursuant to Section 234.302, Florida Statutes. No person **lacking** such certification shall be provided to the CITY OF HALLANDALE BEACH hereunder by ACTION LABOR. ACTION LABOR shall have, at all times during the term hereof, at its ready disposal, backup personnel. The CITY OF HALLANDALE BEACH shall pay the rate as set forth in Paragraph 1 for actual retraining of applicable personnel. ACTION LABOR **will** provide the services as set forth in Exhibit B.

5. **UNIFORM:** All personnel shall wear dark slacks, **skirts** or shorts and white top with appropriate photo identification badge. At all times during the performance of their duties, all personnel shall dress in a clean and neat manner.

6. **COMPORTMENT, CHANGE OF PERSONNEL:** At all times when such personnel are working in the CITY OF HALLANDALE BEACH, whether or not on duty, such **personnel** shall comport themselves in a manner which will not bring disrespect upon the **CITY OF HALLANDALE BEACH OR ACTION LABOR**, or call into questions the competence or demeanor of such **person** relative to the performance of the School Crossing Guard Service, which, by its nature, requires such **personnel** to come into contact with minors. The CITY OF **HALLANDALE BEACH** reserves the right to require the change of any personnel upon not less than three (3) business **days'** written notice, setting forth the name of the person to be replaced, or in the absence of a name, the description **and** the location of the post location.

7. **DUTY ROSTER:** ACTION LABOR shall provide the CITY OF HALLANDALE BEACH with the names of each personnel, and the location of such individuals' post location. Such roster shall be provided on a weekly basis.

8. **TERM:** This agreement shall commence on the 1 DAY OF AUGUST, 2006 and include the period from the Commencement date through the last day of the **academic** school year according to the Broward County School District Schedule, as well as the schedule for summer school, according to the **Broward** County School District, for the remaining part of the school year. The initial contract will be for a two (2) year period, with the option to renew for a **maximum** of two (2) one year periods. All terms and conditions **shall** remain **firm** for the initial contract period. Option to renew should be provided in writing pursuant to the notice provision 30 days prior to the end of the contract period.

9. **BILLING: ACTION LABOR shall** provide an invoice to the **CITY** of **HALLANDALE BEACH** basis, and the same shall be satisfied within (30) days.

10. **TERMINATION:** Either party may **terminate** this agreement on written notice, provided that the services hereunder shall not be terminated until (30) days subsequent to the date of such written notice.

11. **INSURANCE: ACTION LABOR** shall provide liability insurance coverage, written with such insurance carriers as the **CITY OF HALLANDALE BEACH** shall reasonably approve, for Personal Injury and Property Damage. Comprehensive General Liability Insurance must be written on the comprehensive **form** of policy. The policy must contain **minimum** limits of liability as follows or \$1,000,000 combined single limit; bodily injury of **\$1,000,000** and property damage of **\$500,000.each** occurrence.

Employer's Liability **Insurance** required **\$1,000,000** Workers Compensation Insurance statutory requirements. All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida, and **shall** cover the indemnity obligation **under** paragraph 12.

The companies must be rated no less than **"B+"** as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a **valid** Florida Certificate Of Authority as shown in the latest "List of All Insurance Companies authorized or approved to do business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

All required policies of insurance shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the city by certified mail. ACTION LABOR shall submit prior to commencement of any work, a Certificate of Insurance showing the CITY OF **HALLANDALE BEACH** as the Certificate holder.

12. **INDEMNIFICATION: STAFFING CONNECTION/ACTION LABOR** agrees to **indemnify**, defend and save **harmless** the City, its Officers, agents, and employees, **from** and against any and all liability, claims, demands or damages, caused by a negligent act or omission, misfeasance, or malfeasance of ACTION LABOR its agents, servants, or employees, including fines, fees, expenses, **penalties**, or suit proceedings, actions and costs of action, and attorney's fees for trial and on **appeal**, of any kind and nature arising or growing out of the actions of ACTION LABOR connected with the performance of this agreement, whether by act or omission of ACTION LABOR its agents, servants, employees or others; unless said claim for liability is caused by the negligence, misfeasance or malfeasance of the city or its agents or employees.

13. **NON-ASSIGNABILITY:** This agreement or any portion hereof **shall** not **be** assigned or transferred by either party without the written consent of the other party.

14. CONSTRUCTION: This agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for actions in a court of competent jurisdiction **shall** lie in **Broward** County, Florida.

IS. JOINT PREPARATION: The preparation of this agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this agreement be construed liberally to achieve its intent.

16. COUNTERPARTS: This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

17. **EXHIBITS** ARE INCLUSIONARY: All exhibits attached hereto or **mentioned** herein which contain additional **terms** shall be deemed incorporated herein by reference.

17. NOTICES: Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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CITY:

**CITY MANAGER
CITY OF HALLANDALE BEACH
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FL. 33009**

**WITH A
COPY TO:**

**CAPTAIN DWAYNE FLOURNY
CITY OF HALLANDALE BEACH
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FL. 33009**

**STAFFING
CONNECTION:**

**CAROLE S. GREENICH, MANAGER
1280 S. POWERLINE RD. # 25-26
POMPANO BEACH, FL. 33069**

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18. In the event of any conflict between any provisions of this agreement and any provisions in the exhibits hereto, the parties agree that the provisions of this agreement are controlling.

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IN WITNESS OF THE FOREGOING, the parties have set their hands .
And seals the day and year first above written.

CITY OF HALLANDALE BEACH
FLORIDA

ATTEST:

E. Dennis Young
CITY CLERK

BY: [Signature]
CITY MANAGER

[Signature]
T.A.M.

APPROVED AS TO LEGAL SUFFICIENCY:

BY: [Signature]
CITY ATTORNEY

[Signature]

ACTION LABOR

BY: [Signature]
KAREN HOOVER, PRESIDENT
AND CEO.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

BY: [Signature]
WITNESS

[Signature]
PRINT NAME